FOREST DEPARTMENT.

SHIMOGA FOREST DIVISION.

RE-SALE OF BAMBOOS.

Notification. dated 27th January 1933

It is hereby notified for general information that the right of collection and removal of bamboos in the undermantioned forests of the Shimoga Division for the Calendar year 1932, will be sold by public auction by the District Forest Officer or any other officer deputed by him on the dates and places and subject to the conditions mentioned below :—

Name of Range	Name of Forest	Description of Block	Minimum quantity to be purchased		Place of sale	Date of sale	Remarks
			Big bamboos	Small bamboos			
Sacrebyle ...	Sacrebyle ...	Coupe I ...	25,000	1,00,000	District Forest Office Shimoga	15th February 1933 (wednesday)	The boundaries of working circles will be made known at the time of sale.
		Compartment 1 to 7, whole Forest	...	5,000			
Ayanur ...	Kumcy ...	Thirugenamadu F. S....	...	5,000			
		Doddi F. S. ...	...				
Hanagere ...	Kudy ...	whole Forest ...	...	10,000			
Ripponpet range	Masrur ...	...	5,000	10,000			
	Harohitlu ...	...	5,000	...			
Shankar ...	Shankar ...	Shettihalli ...	5,000	1,00,000			
		Male Shankar ...	5,000	...			

The sale will commence at 2 P.M., precisely, on each day, if it is not concluded on the same day and will be subject to confirmation of the District Forest Officer in case of bids of Rs. 1,000 and below and of the Conservator of Forests in other cases.

N.B.—It should be clearly understood that the contractor shall make his own arrangements for the removal of the bamboos, etc.

2. Each bidder shall, before he is permitted to bid, be required to furnish a solvency certificate under the Thangadi Sale Rules and deposit a sum of Rs. 50 (fifty) as earnest money with the officer conducting the sale. The deposit will be returnable to him at the close of the sale, if his bid is not accepted. The person whose bid is accepted shall immediately after the close of the sale pay 25 per cent of the bid amount less the deposit already paid together with the local cess at one anna (per rupee), railway cess at three pies (per rupee) and education cess at six pies (per rupee) on the full sale amount, failing which the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working, which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The bamboos will be sold by number (*i.e.*, the bidders will have to bid at so much per 1,000 bamboos).

5. Power is reserved to the District Forest Officer or such other officer conducting the sale, as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted, shall deposit as security a sum of Rs. 50 (fifty) or 25 per cent of the sale amount, whichever is less, for each block as security towards the due fulfilment of the contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement on a stamped paper of proper value accepting the terms specified below, failing which the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself :—

(*a*) That the bamboos shall be collected or stored outside the block at such place or places as may be fixed by the Range Officer concerned and allowed to be removed on check by him and after a permit to remove is issued. Removal without such permit will be an offence to be dealt with according to law.

(*b*) That the purchaser shall not cut bamboos outside the limits of the block to which the lease refers and not exploit immature clumps less than three years old.

(*c*) That the lessee will be personally responsible for the acts of his agents, servants or coolies employed in the cutting, collection and removal of bamboos and for preventing the cutting of clumps under two years, by himself, his agents, servants or coolies.

(*d*) That he shall not sublet the contract to anybody or appoint any agent to work for him, except with the written sanction of the District Forest Officer. 6 G

(*e*) That he shall have no right whatsoever over the block and over the bamboos paid for but left unremoved in any of the blocks after 31st December 1933.

(*f*) That he shall accept the minimum quantity fixed in the notification as available in the block concerned and shall have no claim on the department for any deficit that may be found If he removes any quantity above the minimum fixed within the lease period, he shall pay for the excess quantity at auction sale rates together with cesses thereon.

(*g*) That he shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting station.

(*h*) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*i*) That he or his men shall not enter the forest after sunset and before sunrise.

(*j*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of bamboos removed and shall keep it open for the examination of Forest Officers above the grade of guards.

(*k*) That he understands that the sale does not prohibit the issue of retail licenses at the seigniorage rates or the exercise by the villagers of their rights in the Forests.

(*l*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contracter a notice of cancellation of contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

(*m*) Interest at 9 per cent will be recovered on all over due payment.

MOHAMMED PIR,
District Forest Officer.